

MOTION BY SUPERVISOR MARK RIDLEY-THOMAS

September 8, 2015

Construction of Compton Creek Walking Path – Phase II

In 2012, the Department of Parks and Recreation (DPR) completed the Compton Creek Walking Path (Walking Path) - Phase I, which is a 0.6 mile trail that connects George Washington Carver Park to Compton Creek. In coordination with DPR, the Los Angeles Conservation Corps (LACC) is now in the process of developing Phase II of the Walking Path, which will extend the trail from 120th Street in the unincorporated community of Willowbrook, half a mile south to El Segundo Boulevard in the City of Compton.

Similar to Phase I, Phase II will improve the visual character of the neighborhood and provide areas of shade along Compton Creek by adding large climate-appropriate trees and other vegetation. Phase II will also include the replacement of entry gates and fencing, refurbishment of the path with decomposed granite and various other features to improve the quality of the water entering Compton Creek, including a riprap swale to capture debris and treat water run-off (collectively, “project”).

DPR has worked with two private property owners (collectively, “private owners”) and the Los Angeles County Flood Control District (LACFCD) who own property along the Phase II alignment. In order to facilitate a seamless trail, DPR proposes acquiring easements for recreational purposes from the private owners and entering into a Use Agreement for public recreation purposes with the LACFCD.

-MORE-

MOTION

SOLIS _____

RIDLEY-THOMAS _____

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ANTONOVICH _____

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As part of the project, a small, metal “A” frame structure owned by one of the private owners must be removed for safety purposes. The private owner has agreed to perform the work with reimbursement from the County of Los Angeles (County). There are sufficient Second District Capital Project Funds allocated in the Chief Executive Office-Real Estate Division’s budget to pay the private owner for this work, as well as any additional costs associated with acquiring a recreational easement from the other private property owner.

A Job Order Contract will be utilized to replace and upgrade the existing chain link fence along the channel wall and the right of way boundaries of Compton Creek. Given that fencing is consistent with LACFCD’s current specifications and will improve safety along the Compton Creek, LACFCD will reimburse the County \$400,000 for the cost of the new fencing utilizing funds from the LACFCD.

The costs for the remaining elements of the project total \$1.7 million. LACC plans to construct the project using various funding sources including a \$300,000 grant from the Rivers and Mountains Conservancy, a \$300,000 grant from the California Coastal Commission, and a \$800,000 grant from the California Strategic Growth Council. Proposition A Funds available to the Second District in the amount of \$300,000 are also proposed in order to fully fund the costs of construction.

The Project is within the scope of the categorical exemptions from the provisions of the California Environmental Quality Act (CEQA) set forth in Sections 15301(b) and (c), 15303(e), 15304(a) and (b), and 15311(a) of State CEQA Guidelines; and Class 1(e), (m), (n), and (x) Subsection 13, 14, 17, 18; Class 3(b) and (h); Class 4(a) and (c); and Class 11(d) of the County's Environmental Reporting Procedures and Guidelines previously adopted by the Board of Supervisors.

I FURTHER MOVE THAT THE BOARD OF SUPERVISORS:

1. Find that the Project is categorically exempt from the provisions of the California Environmental Quality Act;

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2. Approve the proposed Compton Creek Walking Path Fence Project, Capital Project No. 87302, with a total project budget of \$400,000, along with the attached corresponding appropriation adjustment;
3. Authorize the Director of the Department of Parks and Recreation to deliver the Compton Creek Fence Project using a board-approved Job Order Contract;
4. Delegate authority to the Director of Department of Parks and Recreation (DPR), or his designee, to sign the attached Reimbursement Agreement for the removal of the small, metal "A" frame structure on Phase II of the Compton Creek Walking Path, a 25-year Use Agreement with LACFCD in the form substantially the same as attached hereto for public recreational purposes in connection with the Project along portions of Compton Creek Parcels 16, 17, 18, 174, and 175, as well as any other agreements (in form approved by County Counsel) that are necessary to deliver the Project;
5. Delegate authority to the Director of Real Estate within the Chief Executive Office, or his designee, to accept any easements necessary for the completion of the Project on behalf of the Interim Chief Executive Officer pursuant to Section 2.08.168;

I THEREFORE MOVE THAT THE BOARD OF SUPERVISORS, ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD):

1. Find that the Project is categorically exempt from the provisions of the California Environmental Quality Act;
2. Approve reimbursement of \$400,000 from LACFCD to the County for the cost of the new fencing along Compton Creek;
3. Find that a 25-year Use Agreement between the LACFCD and the County, in a form substantially similar to the attached, for public recreational purposes in

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connection with the Project, along portions of Compton Creek Parcels 16, 17, 18, 174 and 175, will not interfere or be inconsistent with the primary use and purposes of those parcels by the LACFCD; and

4. Delegate authority to the Chief Engineer of the LACFCD, or her designee, to sign the Use Agreement.

**I FURTHER MOVE THAT THE BOARD OF SUPERVISORS, ACTING AS THE
GOVERNING BODY OF THE REGIONAL PARK AND OPEN SPACE DISTRICT:**

1. Find that the Project is categorically exempt from the provisions of the California Environmental Quality Act;
2. Allocate \$300,000 in Second District Proposition A City Excess Funds to the Los Angeles Conservation Corps for the Compton Creek Walking Path – Phase II Project; and
3. Authorize the Director of the Department of Parks and Recreation, acting as the Director of the Regional Park and Open Space District, to award a grant to the Los Angeles Conservation Corps when applicable conditions have been met.

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BOARD OF
SUPERVISORS
OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PARKS AND RECREATION

DEPT'S.
NO. 600

September 1, 2015

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2015-16

4 - VOTES

SOURCES

USES

PARKS AND RECREATION

Compton Creek Walking Path Fence Project (2)
A01-CP-92-R409-65043-87302

Rev: Charges for Services / Capital Projects

INCREASE REVENUE

\$400,000

PARKS AND RECREATION

Compton Creek Walking Path Fence Project (2)
A01-CP-6014-65043-87302

Capital Assets-Building and Improvements

INCREASE APPROPRIATION

\$400,000

SOURCES TOTAL: \$ 400,000

USES TOTAL: \$ 400,000

JUSTIFICATION

The appropriation adjustment of \$400,000 is necessary to fully fund the proposed Compton Creek Walking Path Fence Project, Capital Project No. 87302.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Malou Rubio

AUTHORIZED SIGNATURE MALOU RUBIO, DEPT. FINANCE MANAGER II

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

Patrick O'Quinn
PATRICK O'QUINN
ACTING EXECUTIVE OFFICER

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR ---

☐ ACTION

☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO. 019

August 25 20 15

☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

Chia Ann Yen
August 25 20 15

REIMBURSEMENT AGREEMENT

This Agreement is made this _____ day of _____, 2015, between, **COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION** hereinafter referred to as "County" and **EXXONMOBIL OIL CORPORATION**, hereinafter referred to as "ExxonMobil".

WITNESSETH

County proposes the construction of a walking trail adjacent to the Compton Creek, more specifically referred to as the Willowbrook Walking Trail. The proposed project will include encroaching upon property owned by ExxonMobil. The ExxonMobil parcel is identified as APN 6147-009-019. The County's proposed improvement will require ExxonMobil to remove an existing metal A-frame structure located within the ExxonMobil Parcel.

The scope of work, hereinafter referred to as "EXXONMOBIL PROJECT", involves 1) excavate by hand to expose concrete footings; 2) cold cut four legs and remove metal A-frame structure; 3) remove and disposal concrete and metal A-frame; 4) backfill location. The EXXONMOBIL PROJECT will be performed within the ExxonMobil Parcel but may require staging of equipment on property regulated by the County of Los Angeles Flood Control. County agrees to provide access to the subject site at no additional cost to ExxonMobil to perform the above described activities. County understands that work described herein does not constitute approval for the County to construct the walking path within the ExxonMobil parcel.

Upon execution of this agreement, County agrees to compensate ExxonMobil for all costs including overhead expenses of not more than twenty percent (20%), associated with the actual above referenced work. County further agrees to provide, prior to commencement of the referenced work, a check in the amount of Fourteen Thousand Sixty Four Dollars and Fifty Seven Cents (\$14,064.57), payable to ExxonMobil Oil Corporation. Upon completion of the subject work ExxonMobil shall submit to County an itemized statement outlining all costs associated with the subject project including supporting documentation. County understands 20% overhead expenses will not be itemized. Should the actual cost to complete the EXXONMOBIL PROJECT be less than the estimated cost, the difference shall be refunded to County. Should the actual cost be greater than the estimated cost, County shall remit the difference to ExxonMobil, within ninety (90) days of receipt of the above mentioned statement showing actual costs. ExxonMobil shall perform the work required hereunder in a good and workman like manner, consistent with industry standards and pursuant to local, state and federal laws.

County shall hold ExxonMobil harmless and free from any and all claims of damages which may occur, arising out of County's negligence in connection with the development of the land or in particularly with this project. Further, ExxonMobil shall not be liable for any damages to the surface of the land, plants, grass, shrubbery, trees and any other improvements resulting from the above referenced work, except that ExxonMobil shall be liable for and shall indemnify County from and against liabilities, claims and costs resulting from any act or failure to act relating to the EXXONMOBIL PROJECT, and from spillage or discharge of petroleum products or other hazardous substance that is a direct result of the work described herein.

IN WITNESS WHEREOF, the parties hereto affix their signatures the day and date referenced below.

ExxonMobil Oil Corporation

By:_____

Title:_____

Date:_____

**County of Los Angeles Department of
Parks and Recreation**

By:_____

Title:_____

Date:_____

**Estimate of Expenditures
Willowbrook Walking Trail**

County requests ExxonMobil to remove an existing metal A-Frame structure located within ExxonMobil's parcel otherwise referred to as APN 6147-009-019. The aforementioned work will be performed within the County of Los Angeles, California.

Contract Labor and Equipment **\$7,706.92**
Contract labor to excavate, cut, remove and backfill existing Metal A-Frame Structure

Company Labor and Equipment **\$2,484.80**
Company labor to inspect job
Inspector \$1,600.00
Payroll Burden & Welfare Expense \$ 884.80

SUBTOTAL **\$10,191.72**

Administrative Overhead (20% of Subtotal) **\$2,038.34**

SUBTOTAL **\$12,230.06**

Contingency (15%) **\$1,834.51**

TOTAL ESTIMATED EXPENDITURES **\$14,064.57**

THIS ESTIMATE GOOD FOR 90 DAYS FROM REVIEW DATE BELOW

11/06/14

Use Agreement No(s). [REDACTED]
Project Name Compton Creek
Parcel(s) 16, 17, 18, 174 and 175
ROW Map No(s).33-RW 6 & 33-RW 7.2
T.G.: 704-F7, 734-F1
Supervisory District 2

USE AGREEMENT

This Use Agreement is entered into by and between the

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic,

herein referred to as "DISTRICT"

and

COUNTY OF LOS ANGELES
herein referred to as "COUNTY"

RECITALS

WHEREAS, DISTRICT owns fee and easement interests within Compton Creek, particularly along the easterly access road of said channel extending in variable width from the channel wall to the easterly boundary of the Compton Creek right-of-way, between E. 120th Street to W. El Segundo Boulevard, in the unincorporated territory of the County of Los Angeles, State of California, as more particularly shown shaded and identified as "Project Area" on Exhibit A, attached hereto, and made a part hereof, hereafter referred to as PREMISES ; and

WHEREAS, COUNTY proposes to use the PREMISES for public recreational purposes; and

WHEREAS, COUNTY proposes to construct, operate, and maintain certain improvements on PREMISES in connection with public recreation, including but not limited to a walking path, landscaping, interpretive signage, and appurtenant structures, hereinafter referred to as "IMPROVEMENTS";

NOW, THEREFORE, in consideration of these recitals and the faithful performance by COUNTY and DISTRICT of the mutual covenants herein contained for the period of time herein set forth, the DISTRICT and COUNTY hereto mutually agree as follows:

SECTION 1. Authorized Use

- 1.1. COUNTY is authorized and permitted to use PREMISES for construction, operation, maintenance and use of IMPROVEMENTS in accordance with the terms and conditions of this Use Agreement. Any other use of PREMISES by COUNTY is expressly prohibited.
- 1.2. COUNTY'S use of the PREMISES shall be non-exclusive and subordinate to the primary uses and purposes of the PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT's permission), and COUNTY'S use of the PREMISES shall at no time interfere with the use of PREMISES or the use of DISTRICT's adjacent property and/or improvements for such purposes.
- 1.3. DISTRICT reserves the right to use or allow others to use PREMISES for any and all lawful purposes in addition to flood control, water conservation, and watershed management including, but not limited to, public transportation, utilities, roads, parks and recreation, and/or other related uses together with incidental rights of construction and installation of facilities, ingress and egress, operation and maintenance. The exercise of the rights reserved herein shall not be inconsistent with the COUNTY'S use or constitute unreasonable interference.
- 1.4. This Use Agreement is valid only to the extent of DISTRICT'S jurisdiction. Acquisition of permits required by other affected agencies or agencies with regulatory jurisdiction over the public recreation or IMPROVEMENTS and the consent of underlying fee owner(s) other than DISTRICT, hereinafter collectively referred to as "THIRD-PARTY APPROVALS", if any, are the responsibility of the COUNTY. COUNTY shall be responsible for all costs associated with obtaining and complying with the requirements and conditions of all THIRD-PARTY APPROVALS, including, by way of example, permit fees and compensatory mitigation expenses.

SECTION 2. Construction and Maintenance of Improvements

- 2.1. COUNTY understands and acknowledges that it is required to comply with the requirements set forth in the California Environmental Quality Act (CEQA), the State CEQA guidelines, the National Environmental Policy Act (NEPA) and any applicable NEPA regulations of any federal agency with regulatory jurisdiction over the Project or IMPROVEMENTS prior to implementing IMPROVEMENTS and that COUNTY shall be the lead agency with respect to any and all CEQA compliance related to the IMPROVEMENTS. In addition to its other indemnification obligations as specified below, COUNTY hereby agrees to indemnify, defend, and hold

harmless DISTRICT and its elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the IMPROVEMENTS that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or NEPA.

- 2.2. COUNTY shall bear all costs in connection with the construction of the IMPROVEMENTS, including preparation of plans and specifications and all construction costs and expenses.
- 2.3. Prior to commencement of any construction activity on PREMISES by or on behalf of COUNTY, COUNTY shall submit the plans and specification for the IMPROVEMENTS to, and shall apply for and obtain a permit from, the Land Development Division, Subdivision and Permits Unit, of the County of Los Angeles Department of Public Works. COUNTY shall also obtain DISTRICT's prior written approval should COUNTY propose to make any changes to the approved plans and specifications. DISTRICT shall have the right to refuse to issue a permit to COUNTY if the project or IMPROVEMENTS or any condition of any THIRD-PARTY APPROVAL impose additional regulatory requirements or impediments on the primary uses and purposes of the PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT'S permission).
- 2.4. Upon completion of the construction of the IMPROVEMENTS, COUNTY shall provide DISTRICT with approved As-Built plans.
- 2.5. COUNTY shall keep, inspect, and maintain the PREMISES and the IMPROVEMENTS in a safe, clean, and orderly condition at all times during the term of this Use Agreement. COUNTY shall adhere to the minimum maintenance standards as described in Exhibit B attached hereto and made a part hereof during the term of this Use Agreement and shall not permit trash and debris, including but not limited to rubbish, tin cans, bottles, and garbage to accumulate at any time, nor shall COUNTY commit, suffer, or permit any waste on the PREMISES or IMPROVEMENTS or permit any acts to be done in violation of any laws or ordinances thereon.
- 2.6. COUNTY shall remove graffiti from the PREMISES and IMPROVEMENTS and any walls, fences, and signs, which are located within the PREMISES, anytime graffiti is discovered by COUNTY or anytime COUNTY is notified by DISTRICT. Graffiti must be removed within the following guidelines:
 - 2.6.1 Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours, Monday through Friday.
 - 2.6.2 Remove other graffiti within 72 hours, Monday through Friday.

- 2.7. COUNTY shall replace or repair any property of DISTRICT that becomes damaged by COUNTY or any person entering the PREMISES at COUNTY'S invitation or with the consent of the COUNTY, either expressed or implied, within a reasonable time to the satisfaction of the DISTRICT or shall compensate the DISTRICT for the damage within thirty (30) days of the COUNTY'S receipt of an invoice from DISTRICT.
- 2.8. COUNTY shall close all gates and take all actions necessary to render the PREMISES inaccessible to public access in the event COUNTY abandons its operation and maintenance of the IMPROVEMENTS or when the weather forecast for the next 24-hour period is for one (1) inch of rain or more, or when notified by the DISTRICT.

SECTION 3. Term

- 3.1. The term of this Use Agreement shall be for twenty-five (25) years, commencing upon execution by the DISTRICT, (Initial Term) subject to the DISTRICT's right to terminate COUNTY'S use as provided for in Section 4, below.
- 3.2. This Use Agreement shall expire at the end of the Initial Term provided; however, that DISTRICT, upon approval by the DISTRICT's Board of Supervisors, may extend the term of this Use Agreement beyond the Initial Term, subject to such terms and conditions as it deems appropriate, upon receipt of a written request from COUNTY no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

SECTION 4. Termination of Use

- 4.1. DISTRICT shall have the right to cancel this Use Agreement and terminate COUNTY'S use of PREMISES, pursuant to this Use Agreement, by giving COUNTY at least ninety (90) days prior written notice under the following conditions:
 - 4.1.1. DISTRICT proposes to implement a project on, or including, the PREMISES for watershed management purposes, including flood control, water conservation, and water quality ; and
 - 4.1.2. DISTRICT determines, in good faith, that the IMPROVEMENTS and/or COUNTY's use of the PREMISES, or any of them, would be substantially incompatible with the proposed project; and
 - 4.1.3. DISTRICT has notified COUNTY of the basis for DISTRICT's determination that a substantial incompatibility will exist and has provided COUNTY with a reasonable opportunity to propose

modifications to the IMPROVEMENTS or COUNTY'S use of the PREMISES that will eliminate the incompatibility.

- 4.2. DISTRICT shall have the right to cancel this Use Agreement and terminate COUNTY'S use of PREMISES by giving COUNTY at least 60 days prior written notice, if: (1) COUNTY breaches any term or condition of this Use Agreement, or (2) changes in federal, state or local laws, rules and regulations result in the presence or use of IMPROVEMENTS imposing additional regulatory burdens or impediments on the primary uses and purposes of the PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT's permission).
- 4.3. DISTRICT shall have the right to cancel this Use Agreement and terminate COUNTY'S use of the PREMISES if construction of the IMPROVEMENTS has not been completed within five (5) years from the date this Use Agreement is fully executed.
- 4.4. DISTRICT shall have the right to immediately cancel and terminate COUNTY'S use of PREMISES, pursuant to this Use Agreement or, in the DISTRICT's sole discretion, to temporarily suspend such use in the event DISTRICT determines, in good faith, that it is necessary for DISTRICT to enter and take exclusive possession of PREMISES in order to respond to an emergency, as defined in Public Contract Code Section 1102. In the event of an emergency, COUNTY shall bear any expenses associated with the cessation of such use, and shall have no rights or claims therefore against DISTRICT.
- 4.5. COUNTY shall have the right to cancel and terminate its use of PREMISES, pursuant to this Use Agreement, for any reason by giving DISTRICT at least sixty (60) days prior written notice.

SECTION 5. Removal of Improvements and Restoration of Premises

- 5.1. Upon the expiration or sooner termination of this Use Agreement, COUNTY shall, at its own expense, remove the IMPROVEMENTS and restore the PREMISES, to a condition similar to or better than that which existed on the effective date of this Use Agreement, reasonable wear and tear excepted.
- 5.2. Prior to commencing the removal of the IMPROVEMENTS, or any of them, COUNTY shall apply for and obtain a permit therefore, from the Land Development Division, Subdivision and Permits Unit, of the County of Los Angeles Department of Public Works.
- 5.3. If COUNTY fails to remove the IMPROVEMENTS and restore the PREMISES within ninety (90) days of the expiration of this Use Agreement

or sooner termination of COUNTY'S use of PREMISES, pursuant to this Use Agreement, DISTRICT may remove the IMPROVEMENTS.

- 5.4. If DISTRICT removes the IMPROVEMENTS pursuant to Subsection 5.3, DISTRICT shall submit a billing invoice to COUNTY indicating the costs and expenses incurred by DISTRICT in connection with the removal of the IMPROVEMENTS and COUNTY shall reimburse DISTRICT all such costs and expenses for removing said IMPROVEMENTS within thirty (30) days of the billing invoice.

SECTION 6. Miscellaneous Terms and Conditions

6.1. Indemnification

The COUNTY is self-insured. The departments and districts each participate in this self-insurance program. Any liability costs including legal fees and other defense costs arising from or incidental to the Project will be charged to COUNTY's self-insurance coverage. Any liability costs arising from the acts and omissions of the employees of COUNTY will be charged to COUNTY self-insurance coverage.

It is understood and agreed that DISTRICT shall not be responsible for any damage to the Premises or injuries to persons which may arise from or be incidental to the Project and occupancy of the Premises by COUNTY, or for damages to the property of COUNTY or for injuries to the persons of COUNTY, including COUNTY's agents, servants, successors, invitees, or others who may be on the Premises at anyone's invitation, arising from or incidental to the use of the Premises by COUNTY or anyone under COUNTY.

COUNTY shall indemnify, defend and hold harmless DISTRICT, their respective offices, affiliates, officers, directors, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with COUNTY's acts and/or omissions arising from and/or relating to this Use Agreement.

6.2 Insurance Coverage Requirements

COUNTY shall provide DISTRICT with each contractor's and subcontractor's separate evidence of insurance coverage. COUNTY shall be responsible for verifying each contractor and subcontractor complies with the DISTRICT's required insurance provisions, and shall require that each contractor and subcontractor name COUNTY and DISTRICT as additional insureds on all contractor and subcontractor policies. COUNTY shall obtain DISTRICT's prior review and approval of any contractor and subcontractor request for modification of the DISTRICT's required insurance.

- 6.3. COUNTY and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
- 6.4. The parties expressly recognize and intend that in consideration of this Use Agreement, which is solely for COUNTY'S benefit, the DISTRICT is not to incur any liability whatsoever for any injury, death, or property damage arising from any use of the PREMISES or the IMPROVEMENTS by persons who gain entry through openings or areas provided for COUNTY'S use except as provided in Section 6.1.2.
- 6.5. DISTRICT, its Board, and any authorized officer, engineer, employee, or contractor, through its agents or representatives, shall have full right and authority to enter in and upon PREMISES at any and all reasonable times during the term of this Use Agreement, all without interference or hindrance by COUNTY, its agents, officers, contractors, employees, or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for protection of any right or interest of DISTRICT.
- 6.6. Except as to fuels, lubricants, and products associated with motorized vehicles, equipment, gardening, or maintenance-related substances, or all of the above, COUNTY shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about the PREMISES without the prior written consent of the DISTRICT, which consent shall not be unreasonably denied. In the event of spillage, leakage, or escape of any hazardous substance onto the PREMISES, COUNTY shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage, or escape was caused by COUNTY, COUNTY shall promptly remove any such substance from the PREMISES to the DISTRICT's satisfaction. In addition to removing any of COUNTY'S hazardous substances, COUNTY shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer as a result thereof. Such responsibility shall include cost or expenses as DISTRICT may incur by reason of Federal, State, local, or other authoritative agency's laws and regulations. Notwithstanding the foregoing, COUNTY shall have no responsibility regarding any spillage, leakage or escape associated with any of DISTRICT's tenants, licensees or easement holders.
- 6.7. Any notice to be given or document to be delivered by DISTRICT or COUNTY to the other party may be delivered in person to either party or by private courier or may be deposited in the United States mail, duly registered or certified, with postage prepaid and addressed to the party for whom intended as follows:

To DISTRICT:

Los Angeles County Flood Control District
Survey/Mapping & Property Management Division
P.O. Box 1460
900 South Fremont Avenue
Alhambra, CA 91802-1460
tel.: (626) 458-7023 or (626) 458-7072; fax (626) 979-5322
For emergencies, contact (626) 458-HELP (4357)

To COUNTY:

County of Los Angeles, Dept. of Parks & Recreation
Attention Planning Division
433 South Vermont Avenue
Los Angeles, CA 90020
Tel: (213) 351-5119

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IN WITNESS WHEREOF, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, by order of its Board of Supervisors, has caused this Use Agreement to be subscribed by the Mayor of the Board of Supervisors and the seal of the DISTRICT to be affixed hereto and attested by its acting executive Officer of the Board of Supervisors, and the COUNTY has caused this Use Agreement to be executed by its duly authorized officer as of the date indicated below.

COUNTY:

(SEAL)

COUNTY OF LOS ANGELES
a body corporate and politic and political
subdivision of the State of California

ATTEST:

PATRICK OGAWA,
Acting Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Mayor, Board of Supervisors

Date _____

By: _____
Deputy

APPROVED AS TO FORM:

MARY WICKHAM
County Counsel

By: _____
Deputy

DISTRICT:

(SEAL)

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

ATTEST:

PATRICK OGAWA,
Acting Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Mayor, Board of Supervisors of the
Los Angeles County Flood Control District

Date _____

By: _____
Deputy

APPROVED AS TO FORM:

MARY WICKHAM
County Counsel

By: _____
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Mayor of the Board on all papers, documents, or instruments requiring the Mayor's signature.

The undersigned hereby certifies that on this _____ day of _____, 20____, the facsimile signature of _____, Mayor of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Mayor of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

PATRICK OGAWA, Acting Executive
Officer of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(LACFCD-SEAL)

APPROVED AS TO FORM

MARY WICKHAM
County Counsel

By _____
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Mayor of the Board on all papers, documents, or instruments requiring the Mayor's signature.

The undersigned hereby certifies that on this _____ day of _____, 20____, the facsimile signature of _____, Mayor of the Board of Supervisors of the COUNTY OF LOS ANGELES, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Mayor of the Board of Supervisors of the COUNTY OF LOS ANGELES.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

PATRICK OGAWA, Acting Executive
Officer of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(COUNTY-SEAL)

APPROVED AS TO FORM

MARY WICKHAM
County Counsel

By _____
Deputy